

BEFORE THE  
**Federal Communications Commission**  
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
Campus Televideo, Inc.	)	MB Docket No. 16-246
	)	CSR-8923-C
Complaint Concerning Retransmission of	)	
WSEE-TV and WICU-TV, Erie, PA	)	
	)	

To: The Secretary, FCC  
Attn: Chief, Media Bureau

**ANSWER**

Campus Televideo, Inc. (“CTV”) hereby submits this Answer to the Complaint filed by Lilly Broadcasting License Subsidiary, LLC, licensee of full-power television station WSEE-TV, Erie, Pennsylvania and SJL of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WICU-TV, Erie, Pennsylvania (jointly, “SJL”), dated August 2, 2016. As will be shown below, SJL’s Complaint is utterly without merit and should be dismissed.

**Background and Summary**

CTV is the leading provider of video solutions in higher education, with clients in over 250 colleges and universities in all 50 states. In September, 2015, CTV was acquired by Apogee Telecom, Inc. (“Apogee”), higher education’s largest provider of residential network (ResNet) services. By bringing together the two largest providers in ResNet and video solutions respectively, the combined entity is now able to offer the most comprehensive and advanced networking and video services available in higher education. Together, Apogee and CTV combine almost five decades of experience in serving the higher education community.

CTV maintains an on-going relationship with DirecTV, a direct broadcast satellite (“DBS”) service provider. CTV assists its higher education partners that elect to enter into arrangements with DirecTV for the delivery of video services. Significantly, the educational institution retains ultimate control over the choice of video programming packages. In some cases, they will elect to receive the package of local broadcast stations retransmitted by DirecTV. In other cases, the college or university will elect to receive local broadcast signals directly off-air, in which case CTV assists in the construction and maintenance of MATV reception facilities designed to qualify for the exemption from retransmission consent obligations pursuant to Sec. 76.64(e) of the Commission’s rules (the “MATV exception”).

DirecTV and CTV are parties to a “DirecTV SMATV Affiliate Agreement” dated as of June 6, 1996. Pursuant to that Agreement, CTV is authorized to act as a commissioned sales representative of DirecTV to solicit and take orders for certain DirecTV programming from commercial establishments, including institutions of higher education such as colleges and universities. Under that agreement, CTV may not resell, retransmit or rebroadcast any DirecTV programming. Moreover, CTV may not charge any commercial establishment any additional fee for obtaining DirecTV programming or any fee which is based on such commercial establishment’s receipt of DirecTV programming service. Rather, DirecTV programming is provided to the occupants of multiple dwelling units located in affiliate properties as a convenience of occupancy and without additional charge.

With the assistance of CTV (formerly Lamont Television) as sales representative, DirecTV entered into an agreement with Edinboro University on or about August 15, 2000 for

delivery of the DirecTV service to various campus locations.<sup>1</sup> On February 11, 2014, SJL and DirecTV announced a “long-term, multiyear” retransmission consent agreement for receipt of WSEE and WICU by DirecTV customers in the Erie market.<sup>2</sup> On or about September 30, 2014, pursuant to a request from Edinboro University to subscribe to its “Locals” package, DirecTV added local television stations WICU, WSEE, WJET, WQLN and WFXP to the services delivered to Edinboro University.<sup>3</sup>

In the fall of 2014, CTV received over 170 must-carry/retransmission consent election notices relating to television broadcast signal availability at various colleges, universities and similar institutions where CTV helps facilitate the provision of video service. In each case, CTV responded that signals are either received pursuant to the MATV exception, are retransmitted by the applicable satellite carrier, or both - - depending on the circumstances. In every situation, CTV heard nothing further from any of the affected stations. Notably, CTV has no record of ever receiving a must-carry/retransmission consent election from WSEE or WICU for the current election cycle, and SJL makes no reference in its Complaint to ever providing a valid retransmission consent election.

For over 15 years, CTV has provided administrative and technical services under contract to Edinboro University to facilitate provision of video programming to dormitories and other campus locations. CTV’s services include the installation, upgrade and maintenance of on campus distribution facilities designed to deliver video programming services; provision of direct broadcast satellite reception equipment and associated hardware for use by Edinboro

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<sup>1</sup> Attachment 1.

<sup>2</sup> Attachment 2, “Late deal keeps WICU, WSEE from being dropped from DirecTV,” Gerry Weiss, Erie Times-News, Feb. 11, 2014.

<sup>3</sup> Attachment 3, copy of DirecTV “Locals” request form signed by Karen Murdzak, Director, Networks & Telecommunications, Edinboro University.

University; response to customer service requests; and other ancillary services. In addition to the foregoing administrative services, as an authorized sales representative for DirecTV, CTV assists in arrangements relating to delivery of the DirecTV service to Edinboro University. Thus, for example, CTV sends invoices and collects amounts due from the university in connection with the delivery of video services by DirecTV, and these amounts are then remitted by CTV directly to the satellite carrier.

Notably, CTV is neither an “MVPD” nor a “cable operator,” as defined by the FCC. Edinboro University contracts directly with DirecTV for the receipt of video services -- CTV does not itself retransmit or rebroadcast any DirecTV programming, including WSEE, WICU or the other local Erie television stations retransmitted by DirecTV. CTV has no ownership of the distribution infrastructure used to relay the DirecTV service to campus locations at Edinboro University.

As will be demonstrated in greater detail below, the Commission should promptly dismiss SJL’s Complaint for the following principal reasons:

- DBS resellers/agents such as CTV, that merely provide administrative functions to facilitate the relay, over the customer’s facilities, of broadcast signals retransmitted by a satellite carrier such as DirecTV, are not defined as “MVPDs” and thus are not required to obtain retransmission consent for the broadcast signals retransmitted by DirecTV.
- When broadcast signals are retransmitted by a satellite carrier such as DirecTV, the sole responsibility under the Communications Act, FCC rules, and copyright law rests with the satellite carrier, not the reseller acting as the sales representative of such satellite carrier.
- At all relevant times, CTV has been an authorized DirecTV reseller, with permission from the satellite carrier to provide administrative and technical support for the receipt of the DirecTV service at Edinboro University, including the local television stations retransmitted by DirecTV.

- DirecTV delivers WSEE and WICU pursuant to valid retransmission consent granted by the stations.
- CTV relies on the MATV exception from retransmission consent for installations where local broadcast signals are received off-air. However, because local broadcast signals are retransmitted by DirecTV to Edinboro University and not received off-air, reliance on the MATV exception is unnecessary in this case.

### **Argument**

#### **I. DBS Resellers Are Not Subject To Retransmission Consent**

In adopting rules to implement the retransmission consent provisions of the Cable Television Consumer Protection and Competition Act of 1992, the FCC determined that DBS resellers do not qualify as “MVPDs” and thus are exempt from retransmission consent obligations. Rather, the Commission concluded that it is the DBS operator (e.g., DirecTV), defined as a “satellite carrier” under 17 U.S.C. § 119(d), that bears sole responsibility for satisfying end-to-end retransmission consent and copyright requirements for the receipt by ultimate viewers of the broadcast signals retransmitted by the satellite carrier:

A satellite carrier, as defined in the Satellite Home Viewer Act of 1988, is an entity that uplinks a broadcast signal and retransmits it over satellite facilities that the carrier may own or lease. *See* 17 U.S.C. §119(d). Satellite carriers’ customers are home satellite dish (HSD) households. The carriers themselves sell retransmitted broadcast signals directly to HSD households, but they also license a variety of agents (*e.g.*, program packagers, equipment distributors, and satellite equipment retailers) to sell the signals on their behalf. As noted above, the definition applies to a “television receive-only satellite program distributor.” In order to resolve any potential ambiguity regarding responsibility for securing retransmission consent, and in view of the fact that the satellite carrier is the entity entitled to the compulsory license granted by 17 U.S.C. §119, we find that, with respect to HSD sales, the satellite carrier is the multichannel distributor and must secure retransmission consent.<sup>4</sup>

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<sup>4</sup> *Implementation of the Cable Television Consumer Protection and Competition Act of 1992, Broadcast Signal Carriage Issues*, 8 FCC Rcd 2965 (1993) (“1993 Must-Carry Order”), ¶ 131.

The FCC reached this same conclusion in implementing the “local-into-local” provisions of the Satellite Home Viewer Improvement Act of 1999 (“SHVIA”). In that decision, the Commission noted that, beginning on May 29, 2000, satellite carriers must obtain retransmission consent for delivery of local broadcast signals to viewers;<sup>5</sup> that retransmission consent/must-carry elections for satellite carriers apply on a market-wide, rather than system-by-system basis;<sup>6</sup> and that broadcasters only deal with the satellite carrier (DirecTV in this case) with regard to local-into-local carriage matters, not with DBS resellers.<sup>7</sup> Significantly, the Commission noted that while SHVIA amended the Communications Act to add a definition of “Distributor” that encompasses the activities of DBS resellers, the term was not used elsewhere in the statute and thus has no substantive effect, thereby reaffirming the Commission’s prior conclusion that DBS resellers are not MVPDs and have no bearing on the must-carry/retransmission consent obligations imposed on satellite carriers such as DirecTV.<sup>8</sup> Thus, under long-standing Commission policy, DBS resellers simply do not fall within the statutory “MVPD” definition and are exempt from retransmission consent obligations.<sup>9</sup>

First, a DBS reseller is not a person “such as” the true MVPDs listed in the statutory examples. In particular, each of the listed MVPDs bears responsibility for obtaining rights for all the programming they offer to subscribers, including both broadcast signals and traditional cable

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<sup>5</sup> *Implementation of the SHVIA of 1999, Broadcast Signal Carriage and Retransmission Consent Issues*, 16 FCC Rcd 1918 (2000), ¶ 14.

<sup>6</sup> *Id.* at ¶ 24.

<sup>7</sup> *Id.* at ¶ 28.

<sup>8</sup> *Id.* at ¶ 135.

<sup>9</sup> See 47 U.S.C. § 522(13). “The term ‘multichannel video programming distributor’ means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.”

networks. A DBS reseller, on the other hand, simply acts as sales representative for the programming packages distributed by the DBS operator, the rights to which have already been obtained by the satellite carrier. Hence, just as a DBS reseller is not required to enter into separate affiliation agreements with ESPN, USA, MTV, HBO or the other programming networks offered by the satellite carrier, so too is the DBS reseller not obligated to obtain separate retransmission consent for the broadcast signals retransmitted by the satellite carrier. Second, it is the satellite carrier, not the DBS reseller, that “makes available for purchase, by subscribers or customers, multiple channels of video programming.” Finally, each of the MVPDs listed as examples in the statutory language offers, as an integral part of its service, transmission paths that traverse public rights of way, either through physical facilities such as wires or cables or via electromagnetic spectrum. A DBS reseller, on the other hand, merely relays the MVPD service offered by the DBS operator over the customer’s facilities.

The Commission’s well-established conclusion that satellite carriers have sole responsibility for retransmission consent and copyright obligations relating to carriage of television broadcast signals is fully supported by both legal and practical considerations. As the Commission noted as far back as 1993, it is the satellite carrier, not the reseller, that is entitled to the copyright compulsory license under 17 U.S.C. § 119 for distant signals. That same approach is also incorporated in 17 U.S.C. § 122 with respect to retransmission of local broadcast signals by satellite carriers. Thus, as the sole party responsible for copyright matters, it is entirely logical for the satellite carrier to also be the sole party for retransmission consent obligations relating to broadcast signals delivered by such satellite carriers.<sup>10</sup>

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<sup>10</sup> By contrast, the Commission noted that where a satellite carrier transports a broadcast signal for carriage by a cable system, the cable operator, who is eligible for its own compulsory copyright license, is responsible for obtaining any requisite retransmission consent. 1993 Must-Carry Order, n. 367.

Moreover, if both the satellite carrier and reseller had been found to be subject to retransmission consent requirements, not only would broadcasters enjoy a windfall double payment, but practical complications would render such an approach unworkable. For example, assume hypothetically that a station had entered into a retransmission consent agreement with both the satellite carrier and its reseller, but that the satellite carrier's authorization subsequently expired or was terminated. That could result in a requirement for the reseller to continue to pay retransmission consent fees to the station, even though the signal had been removed from the satellite carrier's lineup and thus could no longer be relayed to viewers. Indeed, because retransmission consent agreements typically embody both the right and the obligation to deliver the affected station, the reseller could be found in violation of such requirement simply because the station had forced the satellite carrier to discontinue retransmission.

Similarly, assume a situation where a station elects must-carry from the satellite carrier, and the DBS reseller, who is not subject to must-carry requirements, was then required to obtain retransmission consent, but could not reach an acceptable agreement with the station. In that case, the anomalous result would be that the satellite carrier could be found in violation of must-carry if the reseller does not relay the station, and the reseller could be found in violation of its contractual obligations to the satellite carrier, which typically require the reseller to relay the entire package of broadcast signals being retransmitted by the satellite carrier.

As the foregoing examples vividly demonstrate, a duplicative retransmission consent obligation imposed on both satellite carriers and resellers would be unfair and unworkable, and was wisely rejected by the Commission. Indeed, the Commission's long-standing policy on this issue was reiterated recently in *Optical Telecommunications, Inc.*, DA 16-928 (rel. Aug. 15,

2016), rejecting a claim of unauthorized retransmission consent where the respondent's status as an authorized DBS reseller was undisputed.

II. CTV Does Not Rely On MATV Exception For The Receipt Of Local Television Signals Retransmitted By DirecTV To Edinboro University

On the face of its Complaint, it is evident that STL is fully aware that WSEE and WICU are received at Edinboro University as retransmitted by DirecTV and not via off-air reception,<sup>11</sup> and that CTV is an authorized DirecTV dealer.<sup>12</sup> Moreover, SJL is obviously aware that it has entered into a "long-term, multiyear" retransmission consent agreement with DirecTV.<sup>13</sup> Based on these facts alone, it should have been abundantly clear to SJL that its claim of unauthorized retransmission consent was baseless and that it is unnecessary to rely on the MATV exception under these circumstances.

Notwithstanding these facts, SJL's Complaint goes to great lengths to refute its strawman argument that the receipt of local broadcast signals retransmitted by DirecTV at Edinboro University is not covered by the MATV exception. The short answer to this argument is that CTV simply is not relying on the MATV exception in this case. Rather, as explained in detail above, because CTV is a fully authorized DirecTV reseller at Edinboro University, DirecTV bears sole responsibility for obtaining retransmission consent with respect to WSEE-TV, WICU-TV and the other local signals retransmitted by the satellite carrier to viewers on the Edinboro University campus.

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<sup>11</sup> Complaint, Exhibit 8, Declaration of SJL employee Mike Kobylka: "I did not see any off-air antennas or receivers in Campus Televideo's location at Edinboro University. Mr. Lilly confirmed to me that WSEE-TV and WICU-TV were only being received from DirecTV through satellite receivers."

<sup>12</sup> Complaint, Exhibit 2.

<sup>13</sup> See Attachment 2.

SJL quotes verbatim from the explanation of the MATV exception set forth on CTV's website and then proceeds to recite several reasons why it believes that the Edinboro University situation does not qualify for the exception. As noted above, at some locations, off-air antenna are used to receive local broadcast signals that the educational institution has elected to receive directly or that may not be available from the satellite carrier. For that reason, the CTV website contains an explanation of the applicable must-carry and retransmission consent requirements, including the MATV exception. At Edinboro University, however, all local broadcast signals are received from DirecTV pursuant to its retransmission consent authority. It is simply not necessary to rely on the MATV exception under these circumstances. SJL's strained argument to the contrary is nothing more than a classic red herring.

In a further unavailing attempt to support its unfounded claim that CTV is "relying" on the MATV exception, SJL recites an incident from over ten years ago, long before CTV was acquired by its current ownership. Although the facts of that situation are not entirely clear, it appears that SJL complained that WSEE and WICU were being received at Edinboro University without retransmission consent. At that time, of course, DirecTV was not yet offering local-into-local service in the Erie market, and thus the Erie stations were presumably received off-air, thereby making the MATV exception available. Rather than fight with two powerful local broadcasters, Edinboro University apparently chose to simply discontinue offering the stations.<sup>14</sup> In any event, the occurrences back in 2006 have absolutely no bearing on the current situation.

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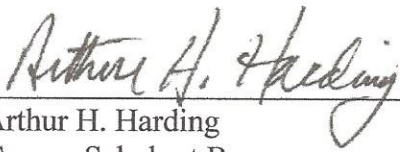
<sup>14</sup> Complaint, Exhibit 6 [Letters from WSEE and WCIU, each dated March 23, 2006, acknowledging that these stations were no longer being provided at Edinboro University.]

### Conclusion

For the reasons set forth above, it is clear that SJL's Complaint is entirely meritless and should be dismissed, and SJL's effort to obtain double retransmission consent payments from CTV and DirecTV for providing the same signals to the same viewers should be rejected.

Respectfully submitted,

Campus Televideo, Inc.

By:   
Arthur H. Harding  
Garvey Schubert Barer  
1000 Potomac Street NW  
Suite 200  
Washington, D.C. 20007  
(202) 298-2528

Its Attorneys

Date: August 23, 2016

# Attachment 1



# LODGING AND INSTITUTIONS PROGRAMMING ORDER FORM

DIRECTV Account #:

(Required when ordering additional services after account activation)

Property Name &amp; Address:

R.O.N. WALZAK

Contact Name at Property Address

EDINBORO UNIVERSITY

Property Name

Property Address

EDINBORO

City

PA

Zip Code

Property Phone Number

Property Fax Number

20  
Unit Count

Lodging and Institutions Affiliate Number

LA MOUNT TELEVISION

Lodging and Institutions Affiliate Name

Please select the programming services you wish to order by checking the appropriate boxes below. Enter the package or service price for each selection using the Lodging and Institutions Rate Card. Use the per unit price corresponding to your number of Subscriber Units. Each programming service in a DIRECTV package or bundled service requires a dedicated DIRECTV System receiver (IRD). There is a 20 subscriber unit minimum for all DIRECTV Lodging and Institutions accounts. In certain areas, service may be unavailable or additional restrictions may apply.

	SELECT	NO. OF UNITS	PRICE	TOTAL
A&E, The History Channel and Discovery People	<input checked="" type="checkbox"/>	20		
Black Entertainment Television and Game Show Network	<input checked="" type="checkbox"/>	20		
Bloomberg Television	<input type="checkbox"/>			
Bravo, Independent Film Channel and Romance Classics	<input type="checkbox"/>			
Business Networks	<input type="checkbox"/>			
C-SPAN and C-SPAN2	<input type="checkbox"/>			
Disney Channel (East and West)	<input checked="" type="checkbox"/>	20		
ESPN, ESPN2 and ESPNEWS*	<input checked="" type="checkbox"/>	20		
Facts & Fantasy	<input checked="" type="checkbox"/>	20		
Family Favorites	<input checked="" type="checkbox"/>	20		
The Fundamentals	<input checked="" type="checkbox"/>	20		
The Fundamentals, 1/2 price Millennium Offer**	<input checked="" type="checkbox"/>	20		
FOX Movie Channel	<input type="checkbox"/>			
The Golf Channel	<input type="checkbox"/>			
Great Entertainment	<input type="checkbox"/>			
HBO Family™	<input checked="" type="checkbox"/>	20		
HBO® The Works	<input type="checkbox"/>			
The Health Network	<input type="checkbox"/>			
Home & Garden Television, Food Network and Travel Channel	<input checked="" type="checkbox"/>	20		
Local Into Local	<input type="checkbox"/>			
Multichannel Cinemax®	<input type="checkbox"/>			
Multichannel HBO	<input type="checkbox"/>			
Multichannel SHOWTIME®	<input checked="" type="checkbox"/>	20		
Multichannel SHOWTIME and FLIX®	<input type="checkbox"/>			
Multichannel SHOWTIME, The Movie Channel® and FLIX®	<input type="checkbox"/>			
Music Choice™	<input type="checkbox"/>			
Music Extra	<input type="checkbox"/>			
Newsworld International, TRIO and BBC America	<input type="checkbox"/>			
QVC, Home Shopping Network and ValueVision	<input type="checkbox"/>			
STARZ! and Encore Hits	<input type="checkbox"/>			
Trinity Broadcasting Network	<input type="checkbox"/>			
Turner Classic Movies, CNN/m/CNN International and All News Channel	<input type="checkbox"/>			
Univision and Televisión	<input type="checkbox"/>			
WGN Superstation	<input checked="" type="checkbox"/>	20		
*ESPN2 and ESPNEWS cannot be activated without ESPN.				
** Offer good for 12 months then rolls to regular Fundamentals offer. Offer good through 12/31/00.				
All programming and pricing subject to change.				
State Tax				
Total				



EDINBORO UNIVERSITY  
OF PENNSYLVANIA

Page 1

Admissions Office  
Edinboro, PA 16444  
(814) 732-2761  
Fax (814) 732-2420

Receiver #	Card #	Channel
[REDACTED]		CNN ✓
[REDACTED]		CNN Headline ✓
[REDACTED]		WTBS ✓
[REDACTED]		CARTOON ✓
[REDACTED]		TNT ✓
[REDACTED]		USA ✓
[REDACTED]		E! ✓
[REDACTED]		Game Show ✓
[REDACTED]		Comedy Central ✓
[REDACTED]		Sci-Fi ✓
[REDACTED]		Galavision ✓
[REDACTED]		HBO ✓
[REDACTED]		HBO II ✓
[REDACTED]		HBO III ✓
[REDACTED]		Lifetime ✓



EDINBORO UNIVERSITY  
OF PENNSYLVANIA

page 2

Admissions Office  
Edinboro, PA 16444  
(814) 732-2761  
Fax (814) 732-2420

Receiver #

Card #

Channel

HGTV

Food Channel

Travel Channel ✓

CSPAN ✓

CSPAN II ✓

Learning ✓

BET ✓

Nickelodeon ✓

MTV ✓

MTV II ✓

VH-I ✓

Weather Channel

AMC ✓

Family Channel ✓

Animal Planet ✓

# Attachment 2

Published: February 11, 2014 12:01AM

## Late deal keeps WICU, WSEE from being dropped from DirecTV

By [Gerry Weiss](#)

[gerry.weiss@timesnews.com](mailto:gerry.weiss@timesnews.com)

Lilly Broadcasting and DirecTV reached an eleventh-hour deal Monday that will keep WICU-TV and WSEE-TV, Erie's NBC and CBS affiliates, from being dropped by the satellite service, local officials said.

The deal was reached shortly before a 5 p.m. Monday deadline, when the current retransmission agreement between the two companies was set to expire.

The channels, along with WBEP-TV, Erie's CW affiliate, were going to be dropped from DirecTV due to a breakdown in contract negotiations. Thousands of viewers in Erie, Crawford and Warren counties who subscribe to DirecTV were going to be affected.

Lilly Broadcasting owns the three channels.

John Christianson, executive vice president for Lilly Broadcasting, said Monday that an agreement in principle was reached with the satellite service.

"Some details need to be finalized and ironed out," he added, declining to release specifics of the agreement. "It's a long-term, multiyear deal. We are excited that we will not be removed from their system and there will be no disruption of service to our viewers."

Christianson said DirecTV "reached out to us" Monday afternoon.

"We had some good dialogue, and we can now move forward," he said.

Lilly Broadcasting on Sunday and early Monday had informed viewers of the breakdown in contract negotiations in a crawl on the three channels.

GERRY WEISS can be reached at 870-1884 or by e-mail. Follow him on Twitter at [twitter.com/ETNweiss](https://twitter.com/ETNweiss).

# Attachment 3



# Commercial Lodging and Institutions Programming Change Request Form (Existing Accounts Only)

DIRECTV Account #:

(Required when adding or deleting services after account activation)

Please Check all that are applicable:

☒

Delete Programming Package

☒

Add Programming Package

☐

Delete Channel from existing package

☐

Add Channel to existing Package

Joan Turner

Name of Authorized Officer /Agent & Title

Edinboro University

Property Name

1150 Omega Drive

Property Address

Edinboro

City

Property Phone Number

*Karen Murdzak*

Authorized Customer Signature

Karen Murdzak

Contact Name at Property Address

NA

Email Address

PA

State

16444

ZIP

NA

Property Fax Number

6/10/2014

Date

Lodging and Institutions Affiliate Number

Lamont Digital Systems

Affiliate Name

582

Unit Count

In the box provided below, please record the receiver and access card information for each programming service that you select including package names if you are adding or deleting a package. If you are adding or deleting a channel in an existing package there is no need to list the package or price per unit. Match each programming service to the appropriate receiver and access card numbers, as each receiver may only be authorized for one programming service. If you wish to order ESPN, C-SPAN, Disney Channel or Nickelodeon/Nick at Nite, please indicate '1' or '2' (for ESPN and C-SPAN) and 'E' and/or 'W' (for the Disney Channel and Nickelodeon/Nick at Nite). You may be charged, and agree to pay, the fees described in section 20 of the Lodging and Institutions SMATV Viewing Agreement.

Example:

☒

Business Nets

A D  
D E  
D L  
E T  
E

Package

Price  
Per  
Unit

Access Card No.

RID No.

Fox News

Channel

IRD Serial No.

RCA

IRD Mfr.

DRD 303RA

IRD Model

Locals per sub

See attached list

ESPN Classic

Acct Num	Access Card Number	Location/Channel Desc	Installer Name	Mirror Flag Y/N	Serial Number	Manufacturer	Model Number	RID
19662073	[REDACTED]	NBC - WICU	Campus Televideo	Y	[REDACTED]	Directv	H24-700	[REDACTED]
19662073	[REDACTED]	ABC - WIET	Campus Televideo	Y	[REDACTED]	Directv	H24-700	[REDACTED]
19662073	[REDACTED]	CBS - WSEE	Campus Televideo	Y	[REDACTED]	Directv	H24-700	[REDACTED]
19662073	[REDACTED]	PBS - WQLN	Campus Televideo	Y	[REDACTED]	Directv	H24-700	[REDACTED]
19662073	[REDACTED]	FOX - WFXP	Campus Televideo	Y	[REDACTED]	Directv	H24-700	[REDACTED]

## DECLARATION

I, Micheal McCormick, hereby declare under penalty of perjury as follows:

1. I am Senior Executive Officer of the Campus Televideo Division of Apogee Telecom, Inc.
2. I have read the foregoing Answer. The facts contained therein are true and correct to the best of my knowledge, information and belief.
3. This Answer is grounded in fact, and is not interposed for any improper purpose.

A handwritten signature in black ink, appearing to read "Michael McCormick", written over a horizontal line.

Michael McCormick

August 23, 2016

## CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on this date I had served a true and correct copy of the Answer filed by Campus Televideo, Inc. on August 23, 2016:


Mitchell F. Brecher  
Debra McGuire Mercer  
GREENBERG TRAURIG, LLP  
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Washington, D.C. 20037

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Barbara Meili  
GREENBERG TRAURIG, LLC  
200 Park Avenue  
New York, NY 10166

[meilib@gtlaw.com](mailto:meilib@gtlaw.com)

Dated August 23, 2016, at Seattle, Washington.



\_\_\_\_\_  
Leslie Boston  
Legal Assistant